

REMARKS

Claims 1, 4 – 6, 10 – 15, 17, and 18 are in the application. Claims 1, 10, 11, 12, 17, and 18 are currently amended; claims 2, 3, 7 – 9, and 16 are canceled; claims 13 was previously presented; and claims 4 – 6, 14, and 15 remain unchanged from the original versions thereof. Claims 1, 10, 17, and 18 are the independent claims herein.

No new matter has been added to the application as a result of the amendments submitted herewith. Applicant notes that support for the amendments submitted herewith is provided in the Specification, including FIG. 9 and the corresponding portions of the Detailed Description of the Specification.

Reconsideration and further examination are respectfully requested.

Claim Rejections – 35 USC § 102

Claims 1, 10, and 17 – 19 were rejected under 35 U.S.C. 102(e) as being unpatentable by Mills et al., U.S. Patent No. 7,024,386. This rejection is traversed.

Applicant notes that claim 1 relates to a method for performing a netting analysis of a netting agreement including receiving netting agreement information for the netting agreement, the netting agreement information identifying a party, a counterparty, and facts governing the netting agreement, the facts of the netting agreement including: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, a parent company country of organization, and a parent company legal structure; receiving at least one issue associated with the agreement, the at least one issue based on an existence or non-existence of particular facts in the facts governing the netting agreement. The method further includes comparing the facts governing the netting agreement information with a netting rule that applies to the netting agreement for the at least one issue; and generating a netting determination indicative of an ability of the party and counterparty to net under the netting agreement based, at least in part, on a result of the comparing. Claim 1, 10, 17, and 18 are worded

similarly. Support for each of the independent claims is provided by FIG. 9 of the Specification.

Applicant respectfully submits that the cited and relied upon Mills fails to disclose (or even suggest), as claimed, receiving netting agreement information for the netting agreement, where the netting agreement information identifies facts governing the netting agreement, the facts of the netting agreement including: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, a parent company country of organization, and a parent company legal structure. Applicant notes that Mills does not disclose receiving each of these specified types of facts governing the netting agreement. In fact, Mills is specifically concerned with netting credit limits between counterparties by netting buy and sell trades. (See Mills, Abstract) Notably, Mills is primarily concerned with the “price and amount” of the buy and sell trades between counterparties. (See Mills, col. 6, ln. 7 – 18) Other aspects of the trade are not needed for the Mills credit limiting determination.

While Mills discloses netting on a per instrument basis or cross instrument basis, by time bucket or by total credit exposure, by settlement date, and within a specific floor-defined time bucket, there is no disclosure or suggestion of the claimed the netting agreement information identifying facts governing the netting agreement, where the facts of the netting agreement include: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, a parent company country of organization, and a parent company legal structure. (See Mills, col. lm. 1 – 30) Applicant submits that the Mills fails to disclose receiving the claimed the netting agreement information identifying facts governing the netting agreement, the facts of the netting agreement including: a form of agreement, a governing law, a country of organization, a state or province of organization, a legal structure, a parent company country of organization, and a parent company legal structure.

The reasoning for the failure of Mills’ disclosure may be, for example, the fact that Mills is exclusively concerned with netting the credit limits between counterparties. Accordingly, the claimed facts of a form of agreement, a governing law, a country of

organization, a state or province of organization, a legal structure, a parent company country of organization, and a parent company legal structure are not relevant to the price and quantity needed by Mills to make a credit netting determination.

Applicant further submits that Mills fails to disclose or suggest the aspects of comparing the facts governing the netting agreement information with a netting rule that applies to the netting agreement for the at least one issue; and generating a netting determination indicative of an ability of the party and counterparty to net under the netting agreement based, at least in part, on a result of the comparing.

Accordingly, Applicant respectfully submits that Mills does not anticipate claims 1, 10, 17, and 18 since Mills does not disclose or even suggest each and every aspect of these subject claims. Applicant also submits that claims 11 – 13 and 19 are also patentable over Mills under 35 USC 102(e) for at least depending from an allowable base claim.

Therefore, Applicant respectfully requests the reconsideration and withdrawal of the rejection of claims 1, 10 – 13, and 17 – 19 under 35 USC 102(e), and the allowance of same.

Claim Rejections – 35 USC § 103

Claims 2, 3 and 8 were rejected under 35 U.S.C. 103(a) as being unpatentable over Mills et al., and in view of Shulman et al. U.S. Publication No. 2002/0152147. This rejection is traversed.

Applicant notes that claims 2, 3, and 8 are now canceled. With respect to the claimed aspect of an “issue” of the former claims 2, 3, and 8 to the extent that same may now be incorporated into claim 1, Applicant notes that the cited and relied upon Shulman relates specifically to “strategy planning, risk analysis, and negotiations”. (See Shulman, Abstract) Applicant agrees with the Office Action that the Shulman users

identify issues relevant to stakeholders. However, Applicant notes that those issues particularly relate to strategy planning, risk analysis, and negotiations. Furthermore, Shulman does not disclose the negotiations therein relating to a netting agreement as claimed by Applicant.

Applicant notes that the Office Action merely states that one would have been motivated to modify Mills in view of Shulman to “facilitate agreement evaluation”. Absent from the Office Action is any stated reasoning of why or how the generic issue identification of Shulman relating to general negotiations would have been seized upon by one skilled in the art related to credit limit netting. That is, the Office Action fails to provide a logical reason how and/or why the generic issue identification of Shulman would be looked to for modifying the credit limit netting aspects of Mills where Mills and Shulman are related to totally different types of agreements. Mills is concerned with the pure financially relevant numbers of price and quantity and thus there is no need to identify other “issues” related to the stakeholders as taught by Shulman since other issues are not necessary or relevant to the credit netting determination.

Applicant further submits that the combination of Mills and Shulman fails to overcome or otherwise compensate for the failings of Mills discussed above regarding claim 1.

Therefore, the reconsideration and withdrawal of claims 2, 3, 7, and 8 rejected under 35 U.S.C. 103(a) are requested, as is the allowance of same.

Claims 4 – 6 and 14, and 15 were rejected under 35 U.S.C. 103(a) as being unpatentable over Mills et al. in view of McKeon U.S. Patent No. 5,926,552. This rejection is traversed.

Applicant submits that since Mills does not disclose all of that for which it was cited for disclosing, the combination of Mills and McKeon does not correct the failings of Mills. Applicant further submits that Mills and McKeon do not render the claims obvious.

Therefore, the reconsideration and withdrawal of claims 4 – 6 and 14, and 15 rejected under 35 U.S.C. 103(a) are requested, as is the allowance of same.

C O N C L U S I O N

Accordingly, Applicants respectfully request allowance of the pending claims. If any issues remain, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is kindly invited to contact the undersigned via telephone at (203) 972-5985.

Respectfully submitted,

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Date

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